



THE MC ACADEMY

ENGLISH LANGUAGE SCHOOL



TERMS & CONDITIONS

2024 - 2025



MC Academy - Terms and Conditions (2024-2025)

Please read these Terms and Conditions before you book a course with MC Academy. If anything stated in this document is not clear, then please contact us. Once an enrolment is processed by MC Academy, Terms and Conditions are binding on all students, regardless of whether you have booked directly or through an educational consultant.

How to enroll and pay for your course:

If you want to study at MC Academy we accept bookings in the following ways:

- Directly via our website <https://themcacademy.co.uk/> or by completing a registration form and sending to admissions@themcacademy.co.uk
- Online registration forms can be completed by following this link https://themcacademy.co.uk/application_form/
- Through one of our agency partners located around the world. if you book through an agent, you are the client of that agent rather than the school and significant amendments, queries, complaints and payment issues should be sent directly to the agent

If you are booking your own course:

- Valid passport must be provided.
- Arrange to pay the registration fee of £75 to MC Academy. Make sure that you say who the payment is from, and what it refers to
- When we receive your registration form we will send you an email and an invoice.
- In order to register for your course, at least 30% of the course fees plus any enrolment fees must be paid before visa documents are issued. This must be done no later than 21 days before arrival. Any airport transfers, accommodation, or tuition details will not be confirmed unless payment has been received.
- You are required to pay all outstanding fees and charges before starting your course. Failure to do so may result in withdrawal of the course and cancellation of the enrolment.
- Students and their parents or guardians agree to pay the tuition fees and other charges applicable for the course. It is understood and agreed that failure to do so may result in withdrawal from the course and cancellation of the enrolment. The remaining 70% of fees must be paid before starting classes (this applies to all courses at MC Academy).

Accommodation

- In order for accommodation to be booked by MC Academy, depending on the type of accommodation chosen, 4 weeks homestay accommodation must be paid and full residential accommodation must be paid in advance.

Payment

- All fees are payable in Pounds sterling (£) - You can pay for your course and accommodation fees through our online payment system: mcacademy.flywire.com
- Course fees, enrollment fees, seasonal supplements, and accommodation booking fees are non-refundable., however course credit can be claimed within 12 months of the original course ending date.
- MC Academy offers Instalment plan options - For more information, please contact our Finance officer, or Sales Team. Email: finance@themcacademy.co.uk
- Some residences may require a refundable security deposit upon check in. The student is 100% responsible for covering this deposit. The deposit is refunded once the student checks out of the residence.

Under 18-Students:

- When students under 18 years of age enroll at MC Academy, their parents or legal guardians must sign a parental consent form. Confirmation documents will not be issued and will not be accepted in their desired course until parental consent form is signed and returned.
- Accommodation for students under 18 years of age should be requested 6-8 weeks in advance of their start date, and must be paid 6 weeks before their start date.
- If any information provided in the application is incorrect, MC Academy reserves the rights to make the necessary changes to the student's enrolment at the student's expense and if necessary, ask the students to leave their course and accommodation without any refunds.

Transportation for Under 18-Students:

- Transportation for students under 18 years of age must be booked by MC Academy due to safe-guarding policies, and must be paid 4 weeks before their start date.
- Notification of change to airport transfers must be sent to our Admissions team at least 2 full working days prior to the designated arrival time. If notice is not received, full charges will apply.

Booking Changes & Additional Charges:

- Changes and additional charges to bookings are subject to the fees listed in the current price list.
- Once Paid - Accommodation Booking fees, Enrolment fees, seasonal supplement fees, Late check in, Extra night, Accommodation change fee, and change of branch fees are non-refundable.

Services:

- MC Academy reserves the right to change details of its advertised services and course dates where circumstances beyond the company's control necessitate such changes or where the number of students is not enough to open the class.
- MC Academy reserves the right to refuse a student onto their desired course if they do not meet the criteria for entry. In this event, the student will be put onto a 'learner pathway' to their desired course, advised by a senior member of the academic team. If the student is unwilling to follow this pathway, MC Academy reserves the right to refuse the course.
- MC Academy reserves the right to change or cancel an advertised course.
- MC Academy does not permit the transfer of a student's course fees to another person.

Postponement

- If the student wishes to defer your course start date, you need to inform the MC Academy Admissions Team at least two weeks before your start date. If you do not inform us in writing and you arrive at a date later than your scheduled start date, you will not get a refund for the days you have missed.
- MC Academy does not permit the transfer of a student's course fees to another person.
- Requests to postpone start dates will be evaluated individually and are subject to availability. If rescheduling is not feasible, the above cancellation terms will apply.
- Changes to confirmed accommodation dates made with less than 14 days' notice will be treated as cancellations, and rebooking charges will be applied.

Changes to Airport Transfer

- Notification of change to airport transfers must be sent to our Admissions team at least 2 full working days prior to the designated arrival time. If notice is not received, full charges will apply.

Accident & Medical Insurance

- All students must have appropriate insurance. MC Academy recommends that all students take out

travel/student insurance which is tailored to the needs of international students.

- All students in homestay accommodation are strongly encouraged to arrange insurance to cover:
 - Medical treatment and personal risks.
 - Damage to loss/theft of property.
- Acceptance by the Student (or by his/her parent or legal guardian if the Student is under 18) of a place at MC Academy indicates that the Student (or parent/ legal guardian if the Student is under 18) gives permission for the administration of emergency first aid by appropriately trained staff if and when required. MC Academy staff are not allowed to administer any prescription or nonprescription medicine, but will promptly seek or recommend that the Student seeks medical, dental or optical treatment if and when required.

Visas

- Students are responsible for obtaining the necessary visa to study in the UK.
- Please reference the information on the UK Border Agency website, as well as consult the British Embassy or High commission in your home country: www.ukba.homeoffice.gov.uk/studyingintheuk/adult-students/
- No visa support documentation will be provided until 30% of fees have been received.
- MC Academy is committed to compliance with UK Visas and Immigration (UKVI) requirements and will pass on any information on student attendance and contact details in accordance with its responsibilities.
- Students are required to immediately report to MC Academy any changes in their contact details (eg. address, telephone, mobile number) and/or changes in their circumstances affecting their immigration status and their permission to stay in the UK.
- MC Academy does not take any responsibility for visa applications that are refused due to inaccurate or false information provided by the student.
- If a course booking is canceled due to visa refusal, and an official visa refusal letter is provided, a refund will be made aside from a £200 Administration Fee - Where no visa refusal letter is provided, no refund will be made.

Cancellations and Refund Policy

- Course bookings and accommodation fees will be treated separately
- In line with UK financial regulations, refunds can only be made to the same bank account or credit card from which original payment was received. This could mean that the refund is paid to a third party sponsor (or agency) who made the payment.
- Notice of any cancellation and refund request must be made by email to admissions@themcacademy.co.uk and finance@themcacademy.co.uk.

Course Cancellation fees before arrival:

- Notice of any cancellation must be made by email to admissions@themcacademy.co.uk and finance@themcacademy.co.uk.
- Failure to provide email notification will lead to full charges being made.
- For visa nationals, if a course booking is canceled due to visa refusal, and an official visa refusal letter is provided, a refund will be made aside from a £200 Administration Fee.
- Where no visa refusal letter is provided, no refund will be made.
- Where we receive this evidence, the refund will be paid to you within four weeks of your providing us with bank details and signed authorisation that the refund should be paid to that account.
- MC Academy must be informed the visa has been refused at least 72 hours before course start date to receive a refund. If the visa refusal was due to the applicant providing misleading, fraudulent, or false documents, MC Academy reserves the right to withhold all payments received.
- If course is canceled by the student - Course credit will be granted to the student 12 months following cancellation from the original course ending date. Course credit cannot be transferred to another student.

- Course fees are non-refundable, and course credit can be claimed within 12 months of the original course ending date.

Course Cancellation fees after arrival:

- When a student commences a course they are expected to complete that course as stipulated in their offer letter/student invoice. In the event that a student withdraws from a course, no refunds will be made in the following cases:
 - A student decides to withdraw or leave early from their course programme.
 - A student withdraws from a course due to poor attendance or academic progress.
 - A student breaches the code of conduct resulting in expulsion.
- In exceptional circumstances refunds of the remaining tuition fees can be agreed at the discretion of the Executive Director:
 - An exceptional circumstance includes a serious personal accident, injury, or critical illness requiring long-term medical care for the student or a close family member. Bereavement of a close family member, defined as a parent, spouse/partner, child, brother, or sister, is also considered an exceptional circumstance.
 - Refunds for course fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.
- Non-exceptional circumstances:
 - MC Academy is fully committed to supporting students experiencing exceptional circumstances beyond their control which prevents them from studying. If possible we always try our best to offer course deferment.
 - Please note that the following are not considered as exceptional circumstances: Changes in general circumstances, changes in the student's financial circumstances, academic difficulties, transferring to another educational institute.
- If course is canceled by the student - Course credit will be granted to the student 12 months following cancellation from the original course ending date. Course credit cannot be transferred to another student.
- Course fees are non-refundable, and course credit can be claimed starting from within 12 months of when course was original course ending date

Homestay Accommodation Cancellation Fee

Before Arrival:

- If homestay accommodation is cancelled more than 4 weeks before arrival, a £75 accommodation booking fee will be charged.
- If homestay accommodation is cancelled less than 4 weeks before arrival, 2 weeks of homestay accommodation will be charged plus a £75 accommodation booking fee.

After Arrival:

- Homestay accommodation students leaving homestay accommodation must give at least two weeks notice in writing on the first Monday of the two-week period. Students will be refunded for any additional accommodation fees paid that exceed the two-week period.
- Refunds for accommodation fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.
- If students wish to change their accommodation without a valid reason, they will be charged a £100

accommodation change fee to change host.

Refunds:

- The completed refund request must be sent via email, along with all supporting documents. Email to: finance@themcacademy.co.uk

Student Residence & Private Accommodation Cancellation Fee

Before Arrival:

- If student residence or private accommodation is canceled more than 4 weeks before arrival, a £75 accommodation booking fee will be charged.
- If studio flat accommodation is canceled less than 4 weeks before arrival, 2 weeks of accommodation fees will be charged plus a £75 accommodation booking fee.

After Arrival:

- Students who have booked and paid for student residence or private accommodation must give at least two weeks' notice in writing on the first Monday of the two-week period. Students will be refunded for any additional accommodation fees paid that exceed the two-week period.
- Refunds for accommodation fees may be claimed up to one calendar year after the course start date stated on the student invoice, agent invoice, and offer letter. No refund may be claimed after this period.

Refunds:

- The completed refund request must be sent via email, along with all supporting documents. Email to: finance@themcacademy.co.uk

Holidays and Public Holidays:

- Please reference MC Academy's observed holidays at: <https://www.gov.uk/bank-holidays>
- MC Academy will be closed on all bank holidays that apply to England, and over the Christmas period. Students will not be granted extra classes for classes missed due to bank holidays. No price reductions will be given for reduced classes due to public holidays.
- If you wish to take a holiday, you must advise the Admissions Team in writing at least one week before your holiday. Please note that we do not give refunds for holiday periods, but you can extend your course.
- When booking a holiday, students must book a holiday in a block of 5 consecutive days in one week. Holidays must be booked in accordance with VISA requirements, and MC Academy's attendance policy
- Students are entitled for 4 weeks of holiday per calendar year. This applies to all courses and courses of any duration at MC Academy.
- Please see our price list for details of any seasonal supplements that may apply.

Academic Progression

- Admission to MC Academy requires maintaining good attendance and meeting performance targets.
- Regular formal assessments evaluate students based on coursework, exams, attendance, and commitment.

Courses at MC Academy

- **Mandatory Attendance:** Students must attend all scheduled classes. Missing classes without a valid reason can lead to expulsion without a refund. Poor attendance will be reported to sponsors and UKBA for visa students.
- **Punctuality:** Students must arrive on time and return promptly from breaks. Repeated lateness can result in dismissal without a refund.

- **Certificates and Diplomas:** To receive a certificate, students must maintain at least 80% attendance. Diplomas are awarded to students who complete 24+ weeks of full-time study, with part-time students receiving certificates based on attendance.
- **Course Materials:** Course materials will incur an additional cost to tuition fees.
- Although rare, MC Academy reserves the right to change or cancel an advertised course.

Offers and Promotions

- MC Academy reserves the right to amend, change, or withdraw any offers and promotions available to students at any time.
- MC Academy reserves the right to change prices without notice.

Expulsion and Suspension

- Students will be liable for any damage to MC Academy property or facilities and for any harm caused to
- MC Academy reserves the right to expel from the school, or evict from accommodation, any student whose conduct is unsatisfactory. In the UK, that decision is final.
- The expectations for student conduct are clearly laid out in the Student Handbook and it is the student's responsibility to ensure they are well aware of them. iv) No fees will be refunded in such cases and any unpaid fees will become payable immediately.

Liability

- MC Academy and its staff and representatives will not be liable for any loss, damage, or injury to persons or property, except where liability is expressly imposed by law.
- MC Academy will not be liable if any contracted service becomes impossible to supply due to reasons beyond our control.
- Students will be responsible for any damage to MC Academy property or facilities, or those of accommodation providers (homestay or residential), and will be required to compensate MC Academy or the accommodation provider for any losses.
- Students will be responsible for any harm caused to another student, MC Academy staff member, or external staff contracted by MC Academy (e.g., social activity providers) and will compensate MC Academy accordingly.

Data Protection & Privacy Policy

- Any information provided to MC Academy may be held on computers and will be used in accordance with its data protection registration and the national data protection laws applicable.
- Each student is obliged to notify MC Academy of a change of address while enrolled on a course.
- By submitting an application form to MC Academy, the student agrees to the usage and storage of their information for MC Academy purposes only.
- By agreeing to the declaration on the application form, students and their parents or guardians, where applicable, agree that the student's photo, quotes, and details of achievements may be used for promotional purposes (printed and online) without written consent or notification.

Agents & Third Party Bookings

- All students and agents are bound by these terms and conditions regardless of whether they booked directly with MC Academy, through an agent, or via any third party.
- Agent commissions cannot be claimed more than 12 months after the students course end date.

Force Majeure

- MC Academy is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes, or other reasons which are outside of its control.

Equal Opportunities

- MC Academy operates an equal opportunities policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, disability, race, nationality, ethnic origin, sexual orientation, or political or religious belief.

Governing Law and Jurisdiction

- These terms and conditions shall be governed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts. MC Academy reserves the right to add, delete, and modify these Terms and Conditions at any time without prior notice.